<u>REMARKS</u>

Applicants appreciate the examiner making the second Office Action non-final and providing elaboration on the arguments asserted in the Office Action.

In this response no claims have been amended, cancelled or added. Hence, Claims 1-24 are pending in the application. Each issue raised in the Office Action mailed January 3, 2005 is addressed hereinafter.

Claims 7-12 are canceled merely to simplify the case by reducing the number of claims, and not for reasons relating to prior art or patentability.

I.   ISSUES RELATING TO PRIOR ART

A.   CLAIMS 1-20 AND 23-24

Claims 1-20 and 23-24 stand rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Reid et al*, U.S. Pat. No. 6,182,226 (hereinafter "*Reid*") in view of *Ray et al*, U.S. Pat. No. 6,587,455 (hereinafter "*Ray*"). The rejection is respectfully traversed. Claims 1-20 and 23-24 are patentable for at least the reasons provided hereinafter.

INDEPENDENT CLAIMS 1, 13, 19, 20, 23, AND 24

First, each of the independent claims recites receiving information both from **an address server** and from **an external binding process separate from the address server**; however, the references fail to show both such information sources, alone or in the claimed combination. More precisely, as amended each of the independent claims 1, 13, 19, 20, 23 and 24 recites a combination that includes:

> **receiving information defining one or more group lists, resource definitions, and definitions of users as members of one or more groups in the group lists, wherein the definitions include network addresses for the users, wherein the network addresses have been assigned by an address server;**

  receiving, from an external binding process **separate from the address server**, a binding of a network address to an authenticated user of one of the clients for which the policy enforcement point controls access to the network;

  updating the named group to include the bound network address of the authenticated user at the policy enforcement point; and

  permitting a packet flow originating from the network address to pass from the policy enforcement point into the network only if the network address is in the named group identified in one of the access controls that specifies that the named group is allowed access to the network

The cited references, alone or in combination, lack at least the emphasized features. Regarding claim 1, for the binding feature, the Office Action recognizes (p. 3) that *Reid* fails to teach receiving a binding of a network address to an authenticated user from an external binding process. To make up for this deficiency, the Office Action proposes a broad definition of "binding" and then contends that *Ray*'s address allocation is the same as the claimed binding.

This is incorrect on several grounds. The Office Action states that applicant does not define binding a network address to an authenticated user, and then defines binding as "imposing an obligation." While the Office Action fails to provide any source of the suggested definition, "imposing an obligation" is a legal definition, not a technical definition, and is not relevant to the subject matter of the invention. "A technical term used in a patent document is interpreted as having the meaning that it would be given by persons experienced in the field of the invention ..." *Hoechst Celanese Corp. v. BP Chems. Ltd.*, 78 F.3d 1575, 1578, 38 USPQ 1126, 1129 (Fed. Cir. 1996). The Office Action errs in adopting a legal definition wholly irrelevant to the technical context of binding a network address to an authenticated user.

An appropriate technical definition given Applicant's art for binding is "to make an association between two or more programming objects or value items for some scope of time and place." See WhatIS.com, http://whatis.techtarget.com/definition/0,,sid9_gci211662,00.html. *See*

also J. Saltzer, "On the Naming and Binding of Network Destinations," IETF Network Working

Group, Request for Comments: 1498, August 1993; J. Saltzer, "Naming and Binding of

Objects," 60 Lecture Notes in Computer Science at 99 (Springer-Verlag, 1978) (copies submitted

concurrently herewith).

When a correct technical definition is adopted, the address server disclosed by *Ray*

cannot correspond to the claimed external binding service. *Ray* teaches a DHCP server as an

address server. Applicants teach *both* a DHCP server for address allocation (FIG. 1A, DHCP

server 134) *and* a separate NABR server for providing user-address bindings (FIG. 1A, NABR

server 130). Applicant's specification also highlights the differences in function of these

elements. Specification, Page 11 lines 20-26 states, "Edge device 122 is communicatively

coupled to a Network Address Binding Resolution (NABR) server 130, User Registration Tool

(URT) server 132, and Dynamic Host Configuration Protocol (DHCP) server 134. NABR server

130 is responsible for carrying out network address binding resolution to bind an authenticated

user of a workstation, e.g., workstation 118, to a particular static network address such as an IP

address. ... DHCP server 134 is responsible for dynamically assigning network addresses to

devices associated with authenticated end users, e.g., for workstation 118." Therefore,

contending that *Ray*'s DHCP server correlates to the claimed external binding service is not

logically consistent with Applicant's disclosure.

The DHCP server of *Ray* is not an external binding service. The external binding service

persistently associates or maps an authenticated user to a particular static network address. In

contrast, DHCP merely assigns IP addresses, but does not perform any binding or mapping. As a

result, one of ordinary skill in the art would not correlate the DHCP server recited in *Reid* or *Ray*

to an external binding service as claimed, or to an NABR server that performs the external

binding process in applicant's embodiment.

Still further, the reliance of the Office Action on particular parts of *Ray* is misplaced. The Office Action asserts that the steps of "receiving, from an external binding process, a binding of a network address to an authenticated user of one of the clients for which the policy enforcement point controls access to the network; updating the named group to include the bound network address of the authenticated user at the policy enforcement point;" is expressly described in *Ray* (Col. 4, line 65 to col. 5, line 31). This is incorrect. The text cited in *Ray* for "receiving...a binding of a network address to an authenticated user" simply describes a method for a device to receive a network address from a network server when the device is added to a network (Col. 4, line 65 to col. 5, line 31). *Ray* makes no mention of "an authenticated user," or anything relating to authentication, as featured in Claim 1. Further, receiving a binding of an authenticated user to a network address is not the same as a network address alone. *Ray* has no teaching of associating, mapping or binding an authenticated user to a network address, or communicating such a binding from one place to another.

Since neither *Reid* nor *Ray* either alone or in combination teach to suggest the use of an external binding service, separate but in combination with an address server as claimed, the rejection is unsupported in the references. Reconsideration and withdrawal are respectfully requested.

Next, for the claimed feature of "updating the named group to include the bound network address of the authenticated user at the policy enforcement point," the Office Action states that "the firewall saves the network address and therefore updates the group to include the new IP address." However, updating of a group is significantly different than saving a network address. The portion of *Ray* on which the Office Action relies merely teaches saving a network address received from a network device. There is no teaching or suggestion to add the network address

to a named group. There is no suggestion to combine the address save operation of *Ray* with any other feature or function at all.

One point of the independent claims is to update a group definition only after receiving a binding that associates a network address with an authenticated user. *Ray* has no such suggestion. *Ray* in combination with *Reid* would merely provide for saving a network address as part of a region definition. But such a combination of references fails to provide the complete claimed combination, which performs the update only after receiving a binding of an address to an authenticated user. A combination of the cited references fails to provide the security offered by the claimed approach.

"To establish prima facie obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art." *In Re Royka*, 180 USPQ 580; MPEP § 2143.03. However, the cited prior art does not teach or suggest the foregoing features of each of the independent claims. Therefore, the Office Action has failed to present a prima facie case under 35 U.S.C. 103, and the rejection of Claim 1, 13, 19, 20, 23, and 24 is unsupported. Reconsideration is respectfully requested.

<div align="center">CLAIMS 2-12 AND 13-18</div>

Claims 7-12 are canceled herein, without prejudice or disclaimer, but the rejection thereof is moot.

Claims 2-6 all depend from Claim 1 and include all of the limitations of Claim 1. Therefore, Claims 2-6 are patentable over *Reid* and *Ray* for at least the reasons set forth herein with respect to Claim 1.

Furthermore, Claims 2-6 recite additional limitations that independently render them patentable over *Reid* and *Ray*. For example, Claim 5 recites "wherein the steps of receiving a binding of a network address to an authenticated user of a client for which the policy

enforcement point controls access to the network comprises the steps of receiving an Internet Protocol (IP) address for the user from a network address binding resolution (NABR) process." Nothing in *Reid* or *Ray* recites the use of a NABR process for the binding process described in Claim 1. The Office Action contends at page 11 that this feature is shown in *Ray* col. 6, line 66 to col. 7, line 7. This is incorrect. *Ray* has no such disclosure. The term "NABR" does not appear in the cited passage. For this reason, the rejection of Claim 5 must be withdrawn.

As another example, Claim 6 recites determining that the user has discontinued use of the client, and deleting the network address to which the user is bound from each named group of each policy enforcement point of the network. The Office Action refers to *Reid* col. 15, lines 29-49, but this passage does not teach deleting a bound address from a region in response to determining that a user has discontinued using a client. This difference is fundamental. For this reason, the rejection of Claim 6 must be withdrawn.

Claims 13-18 include limitations similar to Claims 1-6, except in the context of computer-readable media. Therefore, Claims 13-18 are patentable over *Reid* and *Ray* for at least the reasons set forth herein with respect to Claims 1-6.

CLAIMS 21 AND 22

Stewart and *Stevens* are cited to show the ASAP protocol and the DNS process, respectively, with regard to Claims 21 and 22. However, neither *Stewart* nor *Stevens* teach using ASAP or DNS for receiving a **binding** of a network address to **an authenticated user**, when the term "binding" is properly defined and construed as described above.

Further, Claims 21 and 22 each depend from an independent claim that has the features identified above as distinct from *Reid* and *Ray*. Neither *Stewart* nor *Stevens* cures these deficiencies of the base references. Therefore, a combination of *Stewart* or *Stevens* with *Reid* and *Ray* cannot provide the complete combination that is claimed.

II.   CONCLUSIONS & MISCELLANEOUS

In view of the foregoing, reconsideration and withdrawal of the rejection of Claims 1-20 and 23-24 is respectfully requested. Applicants respectfully submit that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a law firm check for the petition for extension of time fee is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

Dated: March 24, 2005

Christopher J. Palermo
Reg. No. 42,056

2055 Gateway Place Suite 550
San Jose, California 95110-1089
Telephone No.: (408) 414-1080x202
Facsimile No.: (408) 414-1076

Attorney Docket No.: 50325-0517

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